

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

31572

FILE: B-218809

DATE: June 27, 1985

MATTER OF: Jim Challinor

DIGEST:

1. GAO will not consider the propriety of the procuring agency's decision to terminate a contract for default, or the degree of liability of the defaulted contractor for excess reprocurement costs since this is a matter for the procuring agency's board of contract appeals under the contract disputes clause.
2. Allegation that a defaulted contractor was precluded from competing for the reprocurement contract is denied where the contractor was timely provided with a bid package by the agency and no evidence of exclusion is presented.

Jim Challinor (Challinor) protests the reprocurement of construction work for the Caribou Roads Project by the United States Department of Agriculture, Forest Service, under solicitation No. R1-14-85-004.

We dismiss the protest in part and deny it in part.

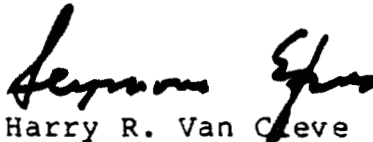
Challinor's prior contract for the project was initially terminated on September 23, 1983, for failure to make satisfactory progress. Subsequently, the Forest Service and Challinor negotiated an agreement to reinstate the contract on January 6, 1984. On August 6, 1984, Challinor was defaulted for failure to comply with the terms of the reinstatement agreement and for failure to make satisfactory progress. Challinor has appealed this termination to the Agriculture Board of Contract Appeals. The Forest Service issued a reprocurement solicitation on March 29, 1985, with bid opening on April 30.

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ALL but one of Challinor's arguments concern the propriety of the termination and the scope and similarity of the reprocurement contract as it relates to possible excess reprocurement costs. Whether a contract should be terminated for default and the defaulted contractor's liability for the excess costs of reprocurement are matters within the jurisdiction of the Agriculture Board of Contract Appeals under the disputes clause of Challinor's contract. Mark A. Carroll & Son, Inc., B-198295, Aug. 13, 1980, 80-2 C.P.D. ¶ 114.

Challinor also complains that he had been excluded from competing for the reprocurement contract. However, a representative of the protester requested and was provided the bid package by the agency on April 18. Challinor concedes that he received a copy of the bid package on this date and provides no factual basis to indicate that he was excluded from competing.

Accordingly, we dismiss the protest in part and deny it in part.

for 
Harry R. Van Cleave
General Counsel